

1 Elayna J. Youchah, Bar No. 5837
youchahe@jacksonlewis.com
2 Charles J. Lee, Bar No. 13523
charles.lee@jacksonlewis.com
3 **JACKSON LEWIS P.C.**
4 3800 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169
5 Tel: (702) 921-2460
Fax: (702) 921-2461

6 || *Attorneys for Defendant*

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

ORSBURN STONE.

Plaintiff,

v.

13 ST. ROSE HOSPITAL, dba DIGNITY
14 HEALTH, a Nevada based Company; and
DOES and ROES I through XX, inclusive.

Defendants.

Case No. 2:15-cv-00083-JAD-GWF

**STIPULATED PROTECTIVE ORDER
GOVERNING CONFIDENTIAL
INFORMATION**

16 Pursuant to Federal Rule of Civil Procedure 26(c), the Parties, National Nurses
17 United/California Nurses Association ("CNA"), and Defendant Dignity Health, d/b/a St. Rose
18 Dominican Hospital ("Defendant"), (collectively, the "Parties"), hereby submit this proposed
19 Stipulated Protective Order for the purpose of ensuring that five specifically identified documents
20 produced by CNA in response to a subpoena duces tecum (the "Protected Documents") are not
21 disclosed to anyone other than counsel for Defendant absent an agreement of the parties or order
22 of the Court. Accordingly, the Parties hereby stipulate, subject to approval and entry by the
23 Court, to the following:

25 I. APPLICATION

26 This Protective Order shall govern the designation and handling of the Protected
27 Documents. This Protective Order does not affect any party's obligations under the Civil Rules to

1 produce documents as required by the rules of discovery or an order of the Court. The purpose of
2 this Protective Order is to facilitate the handling of the Protected Documents.

3 **II. DEFINITIONS**

4 "Protected Documents" refers to the following documents, all of which are subject to a
5 confidentiality agreement between CNA and Orsburn Stone's ("Stone") prior employer
6 MountainView Hospital ("MountainView"):

- 7 1. The disciplinary action issued to Stone while working for MountainView (if
8 found);
- 9 2. The complaint that CNA filed on behalf of Stone regarding the disciplinary
10 action,;
- 11 3. The arbitration opinion regarding the disciplinary action;
- 12 4. The complaint that CNA filed on behalf of Stone regarding suspension and
13 termination, or a letter describing the suspension and termination in detail (if
14 found); and
- 15 5. The settlement agreement reached between CNA, MountainView, and Stone
16 regarding the suspension and termination.

17 **III. Designation of Discovery Materials as Confidential**

18 **Marking Protected Documents:** The Protected Documents shall be designated by
19 affixing to them the legend "PROTECTED DOCUMENT" in all caps, 12 point font, in a location
20 that makes the designation readily apparent, preferably in the lower right hand corner. The fact
21 that a document is stamped "PROTECTED DOCUMENT" by CNA shall not be construed as an
22 admission by Defendant that such document is a protected document and cannot be used in the
23 above captioned litigation for a legitimate purpose; nor shall it limit or preclude the right of
24 Defendant to object to the "PROTECTED DOCUMENT" designation and to file any appropriate
25 motion(s) to determine the propriety of such designation. If CNA inadvertently fails to stamp or
26 otherwise appropriately designate a document as a Protected Document, such inadvertent failure
27 to designate shall not constitute nor be deemed a waiver of a subsequent claim of protected
28

1 treatment under this Order.

2 **IV. Permissible Use of "Confidential" Information, Documents, or Materials**

3 A. **Limited Use.** The Protected Documents shall be reviewed in the offices of
 4 Defendant's counsel only until and unless Defendant believes it necessary to file the Protected
 5 Documents with the Court. If needed, the Parties shall follow the filing procedure set forth below
 6 in section IV(B). Persons obtaining access to materials stamped "Protected Document" pursuant
 7 to this Order shall not use or disclose in any format or medium such document for any other
 8 purpose, unless agreed upon by the parties or required by court order or being compelled by force
 9 of law. If Defendant is: (a) subpoenaed in another action or proceeding; (b) served with a request
 10 or demand in another action to which it is a party; or (c) served with any other legal process by
 11 one not a party to this Order seeking discovery of a document designated as a Protected
 12 Document. If Defendant is served with legal process seeking disclosure of Protected Documents,
 13 Defendant shall promptly give written notice to CNA within seventy-two business hours of
 14 receipt of such process. Nothing herein shall be construed as requiring Defendant to challenge or
 15 appeal any order requiring production of a Protected Document, to subject itself to any penalties
 16 for non-compliance with any legal process or order, or to seek any relief from the court.

17 B. **Filing Protected Materials.** If Defendant wishes to use documents designated by
 18 CNA as a Protected Document to support or oppose a motion or otherwise file such information
 19 with the Court, the following procedures apply: Counsel will use reasonable efforts to provide up
 20 to seven (7) days notice of its intent to use the Protected Documents before filing the Protected
 21 Document. If no response is received or no agreement as to filing is made, the parties to this
 22 Agreement shall seek the assistance of the Court to resolve their differences. Upon the
 23 conclusion of such procedure, should Defendant be authorized to use the Protected Documents,
 24 Defendant shall seek to file it under seal. The parties waive the right to seek attorney's fees and
 25 26
 27
 28

1 costs for having to do so.

2 C. **Rights of Parties:** This Protective Order is without prejudice to the right of any
3 party to this Agreement to apply to the Court for any further protective order relating to any
4 Protected Documents or for an order permitting disclosure of Protected Documents beyond the
5 terms of this Protective Order.

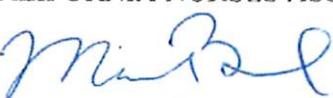
6 **V. Miscellaneous**

7 A. The provisions of this Order shall not terminate at the resolution of this matter;
8 provided, however, that within thirty (30) days after the final conclusion of this matter,
9 documents stamped "Protected Documents" and all copies of such documents, other than exhibits
10 of record, shall be returned to CNA. Further, all physical copies of the Protected Documents will
11 be destroyed, and all electronic copies deleted.

12 B. Nothing in this Order shall prevent either party from seeking modification of this
13 Order or from objecting to discovery that it believes to be otherwise improper. This Order,
14 however, shall not be modified absent an order of the Court or the written agreement of all the
15 Parties hereto.

16 DATED this 9th day of June, 2015.

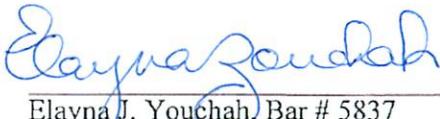
17 NATIONAL NURSES UNITED/
18 CALIFORNIA NURSES ASSOCIATION

19 

20 Micah Berul
21 4270 South Decatur Blvd., Suite B-2
22 Las Vegas, Nevada 89103

23 *Attorney for CNA*

24 JACKSON LEWIS P.C.

25 

26 Elayna J. Youchah, Bar # 5837
27 Charles J. Lee, Bar # 13523
28 3800 Howard Hughes Parkway, Suite 600
 Las Vegas, Nevada 89169

29 *Attorneys for Defendant*

ORDER

IT IS SO ORDERED June 11, 2015.

GEORGE FOLEY, JR.
United States Magistrate Judge